



# TERMS AND CONDITIONS

Last updated: August 20st, 2024

These BUSY BEES Global Terms of Service (the “**Terms of Service**” or the “**Terms**”) constitute a legally binding agreement between the User (defined below) of the Platform (defined below) (“**you**” or “**your**”) and BUSY BEES - FZCO. (together with its Affiliates (defined below), “**BUSY BEES**”, “**we**”, “**us**” or “**our**”) governing your use of BUSY BEES websites (including [www.busy-bees.eu](http://www.busy-bees.eu), [www.busy-bees.at](http://www.busy-bees.at), [www.busy-bees.app](http://www.busy-bees.app)) (together, the “**Sites**”), mobile applications (together, the “**Apps**”), and related services, information and communications (collectively referred to herein as the “**Platform**” or the “**Busy Bees Platform**”).

The use of all personal data you submit to the Platform or which we collect about you is governed by our Global Privacy Policy (“**Privacy Policy**”).

These Terms, together with the Privacy Policy for the country in which the Task is performed (which are each incorporated by reference, and referred to collectively, herein as the “**Agreement**”), governs your access to and use of the Platform. The Agreement also includes all other supplemental policies and terms referenced and/or linked to within these Terms or which are otherwise made available to you, all of which also apply to your use of the Platform and are incorporated into the Agreement by reference.

BY ACKNOWLEDGING THE TERMS OF SERVICE AND/OR ACCESSING AND USING THE PLATFORM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY (WITHOUT LIMITATION OR QUALIFICATION), THE AGREEMENT (INCLUDING, ALL TERMS INCORPORATED HEREIN BY REFERENCE).

**IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT AND ABIDE BY ITS TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.**

# 1. The Platform.

## A. Online Marketplace.

The Platform is an online web- and app-based two-sided marketplace which enables connections between Clients and Bees. “Client(s)” are individuals and/or businesses seeking to obtain short-term services (“Task(s)”), and “Bee(s)” are businesses seeking to perform Tasks for Clients. Clients and Bees are referred to herein together as “User(s)”.

Bees are independent business owners or self-employed individuals, providing services under their own name or business name (and not under Busy Bees’s name), using their own tools and supplies. Bees choose the applicable rates for Tasks, without deduction by Busy Bees. Bees may (a) maintain a clientele without any restrictions from Busy Bees; (b) offer and provide their services elsewhere, including through competing platforms; and (c) accept or reject Clients and Service Agreements (defined below). Bees are independent contractors of Clients, and Clients are therefore clients of Bees, not of BUSY BEES FZCO.

Any reference to a Bee being licensed or credentialed in some manner, or being “badged”, “reliable”, “reliability rate”, “elite”, “great value”, “background checked”, “vetted” (or similar language) indicates only that the Bee has completed a relevant user account registration process or met certain criteria and does not, and shall not be deemed to, represent anything else. Any such description: (i) is intended to be useful information for Clients to evaluate when they make their own decisions about the identity and suitability of Bees whom they select or interact, or contract with via the Platform; and (ii) is not an endorsement, certification or guarantee by BUSY BEES of a Bee’s skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable.

Notwithstanding any feature or service of the Platform that a Client may use to expedite Bee selection, the Client is responsible for determining the Task and selecting or otherwise approving their Bee and should undertake their own research prior to booking any Task to be satisfied that a specific Bee has the right qualifications.

## B. Busy Bees’s Role.

The Platform is not an employment agency service or business, and BUSY BEES is not an employer of any User. Users are not employees, partners, representatives, agents, joint venturers, independent contractors or franchisees of BUSY BEES.

Users hereby acknowledge and agree that (a) BUSY BEES does not (i) perform Tasks nor employ individuals to perform Tasks, (ii) supervise, scope, direct, control or monitor Bees’ work (including that BUSY BEES does not set Bees’ work locations, work hours, or terms of work), nor provide tools or supplies to, or pay any expenses of, Bees, or (iii) have any control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Tasks or Users (or the acts or omissions thereof), nor of the integrity, responsibility, competence, qualifications, communications, or the ratings or reviews provided by Users with respect to each other; and (b) the formation of a Service Agreement will not, under any circumstances, create any responsibility or liability for BUSY BEES, nor any employment or other relationship between BUSY BEES and the Users or between the Client and the Bee. Users do not have authority to, and may not act as agent for, nor bind or make any representations on behalf of, BUSY BEES (including that Bees may not modify all or any part of the BUSY BEES monthly fees (see Section 3 below)).

BUSY BEES is neither responsible nor liable for workers' compensation or any tax payment or withholding, including but not limited to applicable sales taxes, HST/QST/GST/PST, unemployment or employment insurance, any regulatory required Pension Plan, disability insurance, applicable VAT, National Insurance, employer's liability, employer training tax, social security contributions, PAYE or other applicable payroll withholdings in connection with a User's use of the Platform, or personal income tax. The Bee assumes full and sole responsibility for all required and applicable income tax and social contributions such as Social Security or National Insurance Contribution withholdings as to the Bee and all persons engaged by the Bee in the performance of the Task Services. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines.

### **C. License.**

Subject to your compliance with the terms of the Agreement (including, without limitation, these Terms and BUSY BEES's Fair Use Policy, BUSY BEES grants you a limited, non-exclusive, non-transferable and revocable license to (a) access and use the Platform (in the locations and territories where the Platform has a presence), (b) download, access and use the App on your personal device, solely in furtherance of your use of the Platform, and (c) access and view any content, information and materials made available on the Platform, in all cases for your personal use and the intended purpose of the Platform. All Users are subject to, and agree to comply with, the Fair Use Policy in their use of the Platform. Users may not copy, download, use, redesign, reconfigure, reverse engineer or retransmit the Platform or anything therefrom or thereon (in whole or in part) without BUSY BEES's prior written consent. Any rights not granted by BUSY BEES are expressly reserved.

### **D. User Representations and Warranties.**

In your access to and use of the Platform, you represent and warrant that you:

- will comply fully with the terms of the Agreement, including, without limitation, these Terms and the Fair Use Policy and other Supplemental Terms;
- are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts;
- have the right, authority and capacity to enter into the Agreement (including that you have the right and authority to act on behalf of, and bind to the Agreement, any company or organization on whose behalf you are entering into the Agreement);
- will only request and/or perform (as applicable) Tasks in a country where the Platform has a presence;
- will respect the privacy (including, without limitation, private, family and home life), property, and data protection rights of Users and will not record (whether video or audio or otherwise) any Task or any interaction by or with any User and/or BUSY BEES without obtaining the prior written consent of BUSY BEES and/or the relevant User, as applicable;
- will act professionally and responsibly in your interactions with, and fulfill the commitments you make to, other Users (including by communicating clearly and promptly through the Chat Thread, and being present and/or available at the time you agree upon with other Users);

- will use your legal name and/or legal business name (as per your government issued identification and registration documents) and an up-to-date photo on your profile;
- will comply with all applicable local, state, provincial, national, or international laws in your use of the Platform;
- will not use the Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services; and
- will ensure that all communications regarding Tasks (including, without limitation, scoping and payments and any questions relevant to Tasks), remain on the Platform, before, during and after the Task.

#### **E. Additional Bee Representations and Warranties.**

If you are a Bee, you additionally represent and warrant that, in your access to and use of the Platform, you:

- are operating as a self-employed contributor, sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other business entity when using the Platform;
- are customarily engaged in an independently established business of the same nature as the services performed for Clients through the Platform, and maintain an independent clientele;
- have the unrestricted right to work in the jurisdiction in which you perform Tasks;
- have and will maintain (at your own expense) any licenses, permits, and/or registrations required by applicable laws that apply to your performance of Tasks (including, as applicable, a business license, business tax registration, and/or contractor's license);
- have and will maintain all insurance required to operate your business and perform the Tasks;
- will respond to invitations promptly; provide timely, high-quality services for your Clients as agreed in the Chat Thread (defined below); only offer and provide Tasks for which you have the necessary expertise to perform; and perform the Tasks as agreed upon with your Client in a safe manner; and
- will promptly disclose to BUSY BEES in writing if you have any potentially relevant criminal convictions (other than minor fixed penalty parking or speeding offenses) that arise during your use of the Platform.
- will upload a digital copy of your identification document, enabling an increased level of trust for your Clients (will only be checked by BUSY BEES, marked as checked and not disclosed to Clients).
- Will provide as much information of your professional capabilities, including text, photos, links to your webpage and/or social media channel.

## 2. Use of the Platform.

### A. Registration.

You must register and create an account to access and use the Platform, providing only correct and accurate information (such as, without limitation, your name, business name, mailing address, email address, and/or telephone number). You agree to immediately notify BUSY BEES of any changes to your account information. If any such change relates to ownership of your telephone numbers, you may change the telephone number in your finished profile and/or notify BUSY BEES by email. Failure to provide and maintain updated and accurate information may result in your inability to use the Platform and/or BUSY BEES's termination of this Agreement with you. BUSY BEES may restrict anyone from completing registration if BUSY BEES determines such person may threaten the safety and integrity of the Platform, or if such restriction is necessary to address any other reasonable business concern.

### B. Account Security.

You are fully and solely responsible for (a) maintaining the confidentiality of any log-in, password, and account number provided by or given to you to access the Platform; and (b) all activities that occur under your password or account, even if not authorized by you. BUSY BEES has no control over any User's account. You agree to notify BUSY BEES immediately if you suspect any unauthorized party may be using your Platform password or account or any other breach of security.

### C. Bee Onboarding

**(i) Background Checks.** To the extent permitted by applicable law, Bees may be subject to a review process before they can register on, and during their use of, the Platform, which may include, but is not limited to, identity verification and criminal background checks, using third party services as appropriate ("**Background Check(s)**"). As a Bee, to the extent permitted under applicable law, you agree to undergo such Background Checks. BUSY BEES cannot, and does not, assume any responsibility or liability for the accuracy or reliability of Background Check information, nor for any false or misleading statements made by Users of the Platform.

**(ii) Professional Licensing.** BUSY BEES does not independently verify that Bees have the necessary expertise, or have obtained any licenses, permits, or registrations required, to perform their Tasks. It may be unlawful to perform certain types of Tasks without a license, permit and/or registration, and performing same may result in law enforcement action and/or penalties or fines. Bees are solely responsible for avoiding such prohibited Tasks. If you have questions about how national, state, provincial, territorial and/or local laws apply to your Tasks on the Platform, you should first seek appropriate legal guidance. Clients are solely responsible for determining if a Bee has the skills and qualifications necessary to perform the specific Task and confirming that the Bee has obtained all required licenses, permits, or registrations, if any. Clients may wish to consult their national, state, provincial, territorial and/or local law requirements to determine whether certain Tasks are required to be performed by a licensed or otherwise registered professional.

#### D. Service Agreement.

The Platform allows Users to offer, search for and book Tasks. After identifying and selecting a Bee to perform a Task, the Client and the Bee may communicate via the chat thread in the Platform (the “**Chat Thread**”) to understand the scope, schedule and other details of the Task (including, without limitation, any specific hazards, obstacles, or impediments in the Task location (whether visible or concealed) that may impact the performance of the Task). Once the Task is scheduled via the Platform by the Bee, the Client and Bee form a legally binding contract for the Task, which includes the engagement terms proposed and accepted, and any other contractual terms agreed to, by the Client and the Bee in the Chat Thread for the Task (the “**Service Agreement**”). The Client and the Bee each agree to comply with the Service Agreement and the Agreement during the engagement, performance and completion of a Task. Bees are responsible for exercising their own business judgment in entering into Service Agreements and performing Tasks; and acknowledge that there is a chance for individual profit or loss. BUSY BEES is not a party to any Service Agreement. The formation of a Service Agreement will not, under any circumstances, create any responsibility or liability for BUSY BEES.

#### E. Other Parties

(i) **Bee Assistants.** Where approved in advance by the Client in the Chat Thread for the Task, Bees may engage assistants, helpers, subcontractors or other personnel (“**Bee Assistant(s)**”) to perform all or any part of a Task; provided that such Bee Assistants have registered through the Platform and meet all of the requirements applicable to the Bee as set out in the Agreement. The Bee assumes full and sole responsibility for the acts and omissions of all Bee Assistants used in its performance of Tasks and is fully responsible for: (a) the lawful payment of all compensation, benefits and expenses for its Bee Assistants, (b) all required and applicable tax withholdings as to such Bee Assistants, and (c) ensuring all Bee Assistants are registered Bees on the Platform.

(ii) **Client Agents.** The Client agrees that if they have authorized someone other than the Client to book a Task on their behalf or to be present in their stead when the Task is performed, the Client is appointing that person as their agent (“**Client Agent(s)**”), and the Client is deemed to have granted to the Client Agent the authority to act as their agent in relation to the applicable Task. Client Agents may direct or instruct the Bee’s performance of the Task, and the Bee may follow such direction as if the direction was given by the Client. The Client assumes full and sole responsibility for the acts and omissions of Client Agents.

### 3. Fees, Billing, Invoicing, and Payment; Cancellation.

The terms relevant to fees (including Bee Payments and BUSY BEES’s fees), invoicing, payment (including for Tasks, and any other amounts owed by Users hereunder) and cancellation, are set out the Fees, Payments and Cancellation Supplemental Terms, which applies to your access to and use of the Platform. Unless otherwise expressly stated in this Agreement, all fees (including, without limitation, the Task Payment and all BUSY BEES fees) are non-refundable.

## 4. Contests and Promotional Codes.

BUSY BEES may, from time to time, provide certain optional promotional codes, opportunities and contests to Users. All such optional promotional opportunities will be run at the sole discretion of BUSY BEES, will be subject to the terms and conditions governing same, and can be implemented, modified, or removed at any time by BUSY BEES without advance notification. The liability of BUSY BEES and Affiliates relevant to such promotional opportunities and contests, shall be subject to the limitations set forth in later Section of these Terms.

## 5. Public Areas.

The Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, task postings, chat areas, news groups, forums, communities and/or other message or communication facilities (“Public Areas”) that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum.

You understand that all submissions made to Public Areas will be public, and you will be publicly identified by your name or login identification when communicating in Public Areas. Busy Bees will not be responsible for the actions of any Users with respect to any information or materials posted or disclosed in Public Areas.

## 6. Deactivation and Suspension.

In the event of an actual or suspected breach by you of any part of the Agreement (including, without limitation, abuse, fraud or interference with the proper working of the Platform), BUSY BEES may (a) suspend your right to use the Platform pending its investigation; and/or (b) deactivate your account or limit your use of the Platform upon its confirmation of a breach. BUSY BEES will provide you with written notice of its determination in accordance with, and as required by, applicable laws. If you wish to appeal any determination made by BUSY BEES pursuant to this Section, please contact BUSY BEES within 14 days of receipt of such notice with the grounds for your appeal.

If BUSY BEES suspends or deactivates your account or limits your use of the Platform pursuant to this Section 6, you may not register and/or create a new account under different usernames, identities or contact details (whether under your or any other name or business name), even if you are acting on behalf of a third party.

## 7. Termination.

You may terminate the Agreement between you and BUSY BEES at any time by ceasing all use of the Platform and deactivating your account following BUSY BEES cancellation policy. BUSY BEES may terminate the Agreement between you and Busy Bees at any time, and cease providing access to the Platform (pursuant to Section 6 above), if you breach any part of the Agreement or violate applicable laws.

Even after your right to use the Platform is suspended, terminated or limited, the Agreement will remain enforceable against you. Busy Bees reserves the right to take appropriate legal action pursuant to the Agreement.

## 8. User Generated Content; Feedback.

### A. User Generated Content.

“**User Generated Content**” is defined as any information, content and materials (including any text, film, recording, photograph, voice) you provide to BUSY BEES, its agents, Affiliates, and corporate partners, or other Users in connection with your registration for and use of the Platform (including, without limitation, the information and materials posted or transmitted for use in Public Areas).

User Generated Content is not the opinion of, and has not been verified or approved by, BUSY BEES. You acknowledge and agree that BUSY BEES: (a) is not involved in the creation or development of User Generated Content and does not control any User Generated Content; (b) is not responsible or liable for any User Generated Content (including any accuracy, or results obtained by the use, thereof or reliance thereon); (c) may, but has no obligation to, monitor or review User Generated Content; and (d) reserves the right to limit or remove User Generated Content if it is not compliant with the terms of the Agreement.

You are and remain solely responsible and liable for your User Generated Content. To the extent permitted by law, you hereby grant BUSY BEES, for the full duration of all rights that may exist in the User Generated Content (including any legal extensions thereof), a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, unrestricted, sublicensable (through multiple tiers), transferable right and license to publish, reproduce, disseminate, transmit, distribute, modify, adapt, publish, translate, create derivative works from, publicly perform, exhibit, display (in whole or in part), act on and/or otherwise use your User Generated Content, in any media, form or technology now known or later developed, including (without limitation) in connection with any advertising, marketing, and/or publicizing of the Platform, without any approval by, or compensation to, you. You acknowledge and agree that the foregoing license shall also extend to, and BUSY BEES and its Affiliates may use (in accordance with this Section), your name, username, image, silhouette and other reproductions of your physical likeness, voice, likeness, screenname(s) and/or any biographical, professional and/or other identifying information (collectively, “**Likeness**”) in, and in connection with, the your use of the Platform, including on websites, social media platforms and third-party digital platforms owned or controlled by us or our Affiliates.

You hereby represent and warrant to BUSY BEES that (i) have the lawful authority to grant the rights in your User Generated Content as set out herein, and that such rights do not negatively impact any third-party rights; and (ii) your User Generated Content will not: (1) be false, inaccurate, incomplete or misleading; (2) be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items; (3) infringe on any third party’s privacy, or copyright, patent, trademark, trade secret or other proprietary or intellectual property right or rights of publicity or personality (to the extent recognized by law in the country where the Task is performed); (4) violate any law, statute, ordinance, code, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, incitement of hatred or false or misleading advertising, anti-spam or privacy); (5) be defamatory, libelous, malicious, threatening, or harassing; (6) be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (7) contain any viruses, scripts such as Trojan Horses, SQL injections, worms, time bombs, corrupt files, cancelbots or other computer programming



routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (8) claim or suggest in any way that you are employed or directly engaged by or affiliated with BUSY BEES or otherwise purport to act as a representative or agent of BUSY BEES; or (9) create liability for BUSY BEES or cause BUSY BEES to lose (in whole or in part) the services of its Internet Service Providers (ISPs) or other partners or suppliers.

You hereby waive a.) any “moral rights” associated with the User Generated Content (to the extent allowable by law); and b.) all claims relevant to the User Generated Content and Busy Bees’s use thereof and of your Likeness. You release the BUSY BEES Parties (defined below) from, and shall hold such parties harmless from and against, any and all Liabilities (defined below), (including, without limitation, for defamation, malicious falsehood, invasion of right to privacy, data protection, publicity or personality or any similar matter), based upon or relating to BUSY BEES’s use and exploitation of such User Generated Content and your Likeness as permitted herein.

BUSY BEES is entitled to identify a User to other Users or to third parties who claim that their rights have been infringed by User Generated Content submitted by that User, so that they may attempt to resolve the claim directly. If you believe, in good faith, that any User Generated Content provided on or in connection with the Platform is objectionable or infringes any of its rights or the rights of others, you are encouraged to notify BUSY BEES via email. If a User discovers that User Generated Content promotes crimes against humanity, incites hatred and/or violence, or concerns child pornography, the User must notify BUSY BEES via email instantly.

## **B. Feedback**

The Platform hosts User Generated Content relating to reviews and ratings of specific Bees (“**Feedback**”), which enables Users to post and read other Users’ expressions of their experiences. Feedback is the opinion of the User who has posted it. Feedback is not the opinion of, and has not been verified or approved by, BUSY BEES. BUSY BEES does not evaluate Users. BUSY BEES may, but is not obligated to, investigate, modify and/or remove any Feedback or other remarks posted by Users. You may request removal of a review that violates the Agreement by contacting BUSY BEES via eMail or contact sheet.

## 9. Intellectual Property Rights.

The Platform, and all components thereof and content made available and/or displayed thereon (including the Marks (defined below), and all text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, typefaces, information, tools, designs, interfaces and other content (including the coordination, selection, arrangement, and enhancement of, and any and all intellectual property rights in and to, the foregoing (collectively “**Proprietary Material**”)), is owned by BUSY BEES, excluding User Generated Content and any third-party websites made available on or via the Platform. Proprietary Material is protected, in all forms, media and technologies now known or hereinafter developed, by domestic and international laws, including those governing copyright, patents, and other proprietary and intellectual property rights. Any use of the Proprietary Material other than as permitted in the Agreement is expressly prohibited.

The service marks, logos and trademarks of BUSY BEES (the “**Marks**”), including without limitation those for BUSY BEES, are owned by BUSY BEES. The Marks are not available for use by Bees. You may not copy or use the Marks without obtaining BUSY BEES’s express prior written consent. Any other trademarks, service marks, logos and/or trade names appearing on the Platform are the property of their respective owner and may not be used without the prior written consent of such owner.

## 10. Links to Third-Party Websites.

The Platform may contain links (such as, without limitation, hyperlinks, external websites that are framed by the Platform, and advertisements displayed in connection therewith (including as may be featured in any banner or other advertising) to third-party websites), which are maintained by parties over which BUSY BEES exercises no control.

Such links are provided for reference and convenience only; and do not constitute BUSY BEES’s endorsement, warranty or guarantee of, or association with, those websites, their content or their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. The use of any website controlled, owned or operated by a third party is governed by the terms and conditions of use and privacy policy for that website. You access and use such third-party websites at your own risk.

BUSY BEES has no obligation to monitor, review, limit or remove links to third-party websites, but reserves the right to do so, at its sole discretion. BUSY BEES (a) expressly disclaims any responsibility or liability for any such third-party links or websites (including your access to or use thereof, and any products or services advertised or offered thereby, and any claims arising therefrom); and (b) is not and will not be a party to any transaction between you and any third-party providers of products or services.

You expressly relieve BUSY BEES from any and all liability arising from your access to and/or use of any third-party websites.

## 11. Copyright Complaints and Copyright Agent.

If you believe, in good faith, that any materials provided on or in connection with the Platform infringe upon your copyright or other intellectual property right, please send the following information to BUSY BEES contact page:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Platform where the material you claim is infringed is visible. Include enough information to allow Busy Bees to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature as the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

The above information must be submitted to BUSY BEES's Head Office, using the following contact information:

Attn: BUSY BEES Infringement Notice  
Address: BUSY BEES – FZCO  
Business address:  
Premises No.46510 - 001,  
IFZA Business Park, DDP,  
Dubai Silicon Oasis, Dubai, United Arab Emirates

Under local law and if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

Please note that the procedure outlined herein is exclusively for notifying BUSY BEES and its Affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with BUSY BEES's rights and obligations but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the applicable law.

In accordance with international copyright protection laws and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Platform and/or terminate the User accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 12. Disclaimer of Warranties.

### Use Of The Platform Is Entirely At Your Own Risk

THE PLATFORM AND THE TECHNOLOGY UNDERLYING IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE, AND/OR NON-INFRINGEMENT), AND THE SAME ARE EXPRESSLY EXCLUDED.

WITHOUT LIMITING THE FOREGOING, BUSY BEES AND ITS OWNERS, PARTNERS, AFFILIATES, LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “AFFILIATES”, AND TOGETHER WITH BUSY BEES, THE “BUSY BEES PARTIES”):

1. MAKE NO, AND EXPRESSLY DISCLAIM (TO THE EXTENT PERMITTED BY LAW), ALL REPRESENTATIONS AND WARRANTIES AS TO, (I) THE TIMELINESS, SUITABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF THE PLATFORM, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR ANY TASK OR SERVICE PROVIDED ON, THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM, OR (III) THE TASKS OR SERVICES PROVIDED BY, OR THE INTERACTIONS OR COMMUNICATIONS OF OR BETWEEN, USERS OF THE PLATFORM (WHETHER ON- OR OFF-LINE, OR OTHERWISE) (INCLUDING, BUT NOT LIMITED TO, AS TO ANY BEE’S ABILITY, PROFESSIONAL ACCREDITATION, REGISTRATION OR LICENSURE);
2. DO NOT WARRANT THAT THE PLATFORM IS OR WILL BE (1) ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED; OR (2) FREE FROM COMPUTER VIRUSES, SYSTEM FAILURES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS OR MALFUNCTIONS, INCLUDING DURING HYPERLINK TO OR FROM THIRD-PARTY WEBSITES; AND
3. DO NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, INCLUDING BY ANY BEE, AND BUSY BEES WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

These terms give you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations under these terms will not apply to the extent prohibited by applicable law.

## 13. Limitation of Liability.

You acknowledge and agree that BUSY BEES is only willing to provide the Platform if you agree to certain limitations of our liability to you and third parties, as set out in this Section and elsewhere in the Agreement.

THEREFORE, YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE BUSY BEES PARTIES OR THEIR CORPORATE PARTNERS BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) FOR, AND SUCH PARTIES EXPRESSLY DISCLAIM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION AND THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS), LOSSES, GOVERNMENTAL OBLIGATIONS, SUITS, AND/OR CONTROVERSIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "LIABILITIES") ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THE PLATFORM OR YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE THE BUSY BEES PARTIES AND THEIR CORPORATE PARTNERS FROM THE FOREGOING.

Nothing in the Agreement excludes or limits any liability or warranty that, by applicable law, may not be limited or excluded. Additionally, some jurisdictions do not allow the exclusion of certain warranties or limitation of incidental or consequential damages; in such cases the above limitations may not apply to you in their entirety.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT THE BUSY BEES PARTIES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED: (A) IF YOU ARE A CLIENT, THE TOTAL FEES PAID BY YOU TO BUSY BEES IN THE 3 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE; AND (B) IF YOU ARE A BEE, THE TOTAL TASK PAYMENTS PAID TO YOU BY CLIENTS IN THE 3 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Notwithstanding the foregoing:

1. **For All Residents of a Country Outside of the United States:** Regardless of any other provision in the Agreement excluding or limiting BUSY BEES's liability, nothing in these Terms excludes or limits BUSY BEES's warranties and liability for: (a) death or personal injury caused by BUSY BEES; or (b) BUSY BEES's gross negligence or willful misconduct.
2. **For Residents of Germany only:** Notwithstanding anything to the contrary in this Section, BUSY BEES is only liable for breach caused by willful misconduct or gross negligence of its cardinal, material contractual obligations. In the event of initial impossibility, BUSY BEES may only be liable if it was aware of the impediment to performance prior to entering the Agreement, was unwilling due

to gross negligence to remedy that impediment, and a cardinal obligation was breached as a result of that initial impossibility.

## 14. Indemnification.

Users' indemnification obligations are set out below in this Section. Busy Bees reserves the right, in its own sole discretion, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Busy Bees.

### A. Client Indemnification.

If you are a Client, you shall indemnify, defend, and hold harmless Busy Bees and Affiliates from and against any and all Liabilities incurred in connection with (i) your use of, inability to use, or participation on, the Platform; (ii) your breach or violation of the Agreement; (iii) your violation of any law, or the rights of any User or third party; (iv) your use of any third-party links or websites that appear on the Platform; (v) any User Generated Content and/or Feedback submitted by you or using your account to the Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful; and (vi) the acts or omissions of any Client Agents.

### B. Bee Indemnification.

If you are a Bee, you shall indemnify, defend, and hold harmless Busy Bees and Affiliates from and against any and all Liabilities incurred in connection with (i) your use of, inability to use, or participation on, the Platform; (ii) your participation in Tasks, or your ability or inability to perform Tasks or to receive payment therefor; (iii) your breach or violation of the Agreement; (iv) your violation of any law, or the rights of any User or third party; (v) any User Generated Content and/or Feedback submitted by or about you or using your account to the Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful; and (vi) the acts or omissions of any Bee Assistants.

## 15. Dispute Resolution.

To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the Platform, your relationship with Busy Bees, Tasks, or the Agreement (including previous versions), ("**Dispute**"), you can try to find an amicable solution with Busy Bees before initiating any out of court settlement (such as mediation or arbitration) or court proceeding (except as may be set forth in Section 24). Such informal negotiations will commence upon written notice. Your address for such notices is the one associated with your account, with an email copy to the email address you have provided to Busy Bees. Busy Bees's address for such notice you find on the Platform Info Page.

## 16. App Store-Sourced Apps.

If you access or download any App from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#) and will comply therewith in your access to and use of the App(s). If you access or download any App from the Google Play Store, you agree to [Google Play Terms of Service](#) and will comply therewith in your access to and use of the App(s).

## 17. Changes to the Agreement, the Platform and the App.

### A. Changes to the Agreement.

Busy Bees reserves the right, for justifiable and proportionate reasons, at any time, to review, change, modify, update, add to, supplement, suspend, discontinue, or delete any term(s) or provision(s) of the Agreement (including the Terms of Service, Privacy Policy, Acceptable Use Policy and/or Happiness Pledge).

Notice of such amendments may be given by posting such updates or modifications (or notice thereof) on the Platform, on the online location of the relevant terms, policies or supplemental terms, by e-mail or in any other reasonable manner; and the amendments will be effective upon such posting. Your continued use of the Platform after such posting constitutes your consent to be bound by the Agreement, as amended.

Notwithstanding the foregoing, if such modifications and/or updates are material, you will be informed in advance (in the manner set out in this Section) for your acceptance or rejection. If any changes to the Agreement are unacceptable to you or cause you to no longer be in compliance with the Agreement, the previous Terms will apply to your current Tasks, but you will not be able to use the Platform or contract new Tasks and you must deactivate your account, and immediately stop using the Platform. After notifying you of any material changes, your continued use of the Platform following any revision to the Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction.

To the extent permitted by law, Busy Bees shall not be liable to you for any modification to all or any portion of the Agreement.

### B. Changes to the Platform.

Busy Bees reserves the right to, at any time, review, improve, modify, update, upgrade, discontinue, impose limits, or restrict access to, whether temporarily or permanently, all or any portion of the Platform (including any content or information available on or through the Platform), effective with prior notice (where possible) and without any liability to Busy Bees. To the extent permitted by law, Busy Bees shall not be liable to you for any updates, upgrades, modifications to or discontinuance of all or any portion of the Platform.

### C. Mobile App Updates and Upgrades.

By installing the App(s), you consent to the installation of the App(s) and any updates or upgrades that are released through the Platform. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with Busy Bees's

servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored on your device, and/or (iii) collect personal information as set out in our Privacy Policy. You can uninstall the App(s) at any time.

## 18. No Rights of Third Parties.

Except as expressly set out herein and/or is otherwise required by applicable laws, the Agreement is for the sole benefit of Busy Bees and the User, and their permitted successors and assigns, and there are no other third-party beneficiaries under the Agreement. None of the terms of the Agreement are enforceable by any persons who are not a party to the Agreement; provided, however, that Busy Bees may enforce any such provisions on behalf of its Affiliates.

## 19. Notices and Consent to Receive Notices Electronically.

Unless otherwise specified in the Agreement, all agreements, notices, disclosures and other communications (collectively, “Notices”) under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day it is shown as delivered by the overnight delivery service’s tracking information, if sent for next day delivery by a recognized overnight delivery service. Notwithstanding the foregoing, any Notices to which the Agreement refers will be sent to you electronically (including, without limitation, by email or by posting Notices on the Sites), and you consent to receive Notices in this manner. All notices that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you have any questions about these Terms of Service or about the Platform, please contact us via the contact liens offered by the Platform.

## 20. Consent to Electronic Signatures.

By using the Platform in a potential future stage, you agree already (a) to transact electronically through the Platform; (b) your electronic signature is the legal equivalent of your manual signature and has the same legal effect, validity and enforceability as a paper-based signature; (c) your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing; and (d) no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.



## 21. Governing Law.

Except for Sections 15 (Dispute Resolution) and/or 24 (Jurisdiction-specific Provisions) hereof, the Agreement and your use of the Platform will be governed by, and will be construed under, the laws as set out in this Section (without regard to choice of law principles):

- **For Users within the United States:** They are not allowed to use Platform
- **For all other Users:** UAE law, and any dispute regarding the Agreement or the use of the Platform will only be dealt with by the UAE courts.

The choices of law set out in this Section shall apply unless and to the extent federal, state, provincial, local and international laws, rules, regulations, directives, judgments and/or orders binding on or applicable to you or your performance hereunder, require that the Agreement or your use of the Platform be governed by the laws of the country in which the Task is performed. This provision is intended only to designate the governing laws to interpret the Agreement and is not intended to create any substantive right to non-residents of the designated country/province/state to assert claims under such law whether by statute, common law, or otherwise. Nothing shall prevent Busy Bees from bringing proceedings to protect our intellectual property rights before any competent court.

## 22. Notices.

The Busy Bees Platform, websites and Apps are owned and operated by Busy Bees, BUSY BEES – FZCO, a company registered in Dubai Silicon Oasis, Dubai, UAE (United Arab Emirates). Our registration number is 4599240. If you have any questions about the Agreement or the Platform, please contact us by using the information provided on the Platform.

## 23. General Provisions.

### a. Relationship of the Parties.

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship exists, is intended or created between you and Busy Bees by the Agreement or your use of the Platform. Users do not have authority to act as agent for, nor to bind or make any representations on behalf of, Busy Bees.

### b. Entire Agreement.

The Agreement (including any terms linked to in, and incorporated by reference into, these Terms) constitutes the complete and exclusive agreement between you and Busy Bees with respect to your use of the Platform, and supersedes any and all prior or contemporaneous agreements, proposals or communications. The provisions of the Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable.

### **c. Severability; Waiver.**

Except for the “Agreement Prohibiting Class Actions and Non-Individualized Relief” provision in Section 24(A) below, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable, or (2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. Failure by Busy Bees to enforce any provision(s) of the Agreement will not be construed as a waiver of any provision or right.

You hereby acknowledge and agree that we may assign or transfer the Agreement without your consent. In any case, this assignment will be notified to the User who, in the event legally foreseen, may terminate the Agreement and cease use of the Platform. Upon the effective date of the assignment of the Agreement (a) Busy Bees shall be relieved of all rights, obligations and/or liabilities to you arising in respect of events postdating the effective date of the assignment, and (b) the assignee entity shall replace Busy Bees for the performance of the Agreement. You may not assign or transfer the Agreement without our prior written approval. Any assignment in violation of this Section 23 shall be null and void. The Agreement will inure to the benefit of Busy Bees, its successors and assigns. All parts of the Agreement which, by their nature, should survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to, and notwithstanding, the expiration or termination of the Agreement or your use of the Platform.

The Agreement, in whole and in part, is drawn up in English. In case of discrepancies between the English text version of the Agreement (in whole or in part) and any translation of the Agreement, the English version shall prevail.

## **24. Jurisdiction-specific Provisions, including Dispute Resolution.**

The terms in this Section apply to Users in the noted jurisdictions. To the extent that there are any discrepancies or inconsistencies between these Global Terms of Service and the following jurisdiction-specific provisions, the jurisdiction-specific provisions shall prevail, govern and control with respect to Users in those jurisdictions.

### **A. Residents of the United States of America and Canada.**

Residence of the United States and Canada are not permitted to use the Platform

## B. Residents of a Country other than the United States of America or Canada.

### (a) Agreement to Binding Arbitration

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND BUSY BEES MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL DISPUTES OR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate ("**Arbitration Agreement**") is governed by international Arbitration conditions and survives the termination of the Agreement and your relationship with Busy Bees.

To the fullest extent permitted by applicable law, you and Busy Bees agree to arbitrate any and all disputes and claims (the "**Claim(s)**") relating to, arising from or regarding your use of the Platform, your relationship with Busy Bees, Tasks, or the Agreement (including previous versions), including Claims by Busy Bees, Claims against Busy Bees and Claims against Busy Bees's Affiliates (including its parent company).

To the fullest extent permitted by applicable law, this includes, but is not limited to, claims related to payments, any city, county, state or federal wage and hour law, compensation, meal or rest breaks, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, personal injury, property damage or loss, emotional distress, any promotions or offers made by Busy Bees, or the threatened or actual suspension or deactivation of your account; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under GDPR; claims arising from any the "Fair Labor Standards", "Civil Rights", "Uniform Trade Secrets", Rights of Disabled, Age Discrimination in Employment, Older Workers Benefit Protection, Family Medical Leave, Employee Retirement Income Security (except for individual claims for employee benefits under any benefit plan sponsored by Busy Bees and covered by the Employee Retirement Income Security Act or funded by insurance), and state or local statutes, if any, addressing the same or similar subject matters; and all other federal, state or local statutory and common law claims.

If there is a dispute about the arbitrability of any claim (including about the formation, scope, applicability, interpretation, validity, and enforceability of this Arbitration Agreement), you and Busy Bees agree that this threshold dispute shall be resolved by the arbitrator, except as expressly provided below. To the extent that any third-party beneficiary to this Agreement brings claims against a party, those claims shall also be subject to this Arbitration Agreement. If either party brings both arbitrable and non-arbitrable claims in the same action or related actions, both agree that the non-arbitrable claims shall be stayed until the conclusion of the arbitration, to the fullest extent permitted by law.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND BUSY BEES ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL DISPUTES AND CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES THAT, BY

THE TERMS OF THIS ARBITRATION AGREEMENT, ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

**(b) Prohibition of Class Actions and Non-Individualized Relief**

Except as otherwise required under applicable law, you and Busy Bees agree that any arbitration will be limited to the Claim between Busy Bees (and/or, if applicable, its Affiliates) and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND BUSY BEES ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING (“**Class Action Waiver**”). Further, unless both you and Busy Bees otherwise agree, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis.

**(c) Rules and Logistics Governing Arbitration**

In order to initiate arbitration, a claim must be filed with the corresponding Arbitration Association and the written Demand for Arbitration must be provided to the other party. The arbitration will be commenced and conducted under the General Arbitrage Rules in effect at the time the arbitration is initiated and modified by the terms set forth in the Agreement, and, where appropriate, the Arbitrage Supplementary Procedures for Consumer Related Disputes. You and Busy Bees agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within 30 days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the competent arbitrage association.

As part of the arbitration, the parties will have the opportunity for reasonable discovery of non-privileged information that is relevant to the claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by applicable law. Claims will be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the Claims as provided by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Your arbitration fees and your share of arbitrator compensation will be governed by the Rules of the chosen arbitrage association (and, where appropriate, limited by Consumer Rules) subject to the following modifications:

- (i) If Busy Bees initiates arbitration under this Arbitration Agreement, Busy Bees will pay all arbitrage filing and arbitration fees.

- (ii) If a Client or Bee files a claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$1,000, Busy Bees will pay all arbitrage filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your demand for arbitration was frivolous or was brought for an improper purpose.
- (iii) If a Client or Bee files a claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, Busy Bees shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and the Client or Bee shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which the Task was performed, unless a lower fee amount would be owed by you as required by law or the applicable arbitration rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose, however, then the allocation of fees will be governed by the applicable arbitration rules.
- (iv) Except as required by law or the applicable arbitration rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
- (v) At the conclusion of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party, to the extent authorized by applicable law or the applicable arbitration rules.

Unless you and Busy Bees agree otherwise, any arbitration hearings with a Bee will take place remotely or in the county of the Bee's billing address, and any arbitration hearings with a Client will take place remotely or in the county in which the Client received Task services. If the responsible arbitration is unavailable in your county and the parties wish to proceed with an in-person hearing, the arbitration hearings will take place in the nearest available location for a responsible arbitration.

#### **(d) Exceptions to Arbitration**

The Arbitration Agreement shall not require arbitration of the following types of claims:

- Claims for workers' compensation, disability insurance and unemployment insurance benefits;
- Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;
- Applications for provisional remedies, preliminary injunctions, and temporary restraining orders relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights;
- Claims that have been expressly excluded from mandatory arbitration by the Competent Arbitration Association or a governing international or local law.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with a competent governmental or administrative body of your country, or a similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. The Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

#### **(e) Severability**

In addition to the severability provisions in subsections (b) and (c), in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

#### **(f) Opt Out of Arbitration Agreement**

For Bees, you may opt out of the requirement to arbitrate if you have not previously agreed to an arbitration provision in Busy Bees's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this version of the arbitration agreement in the manner specified below, but opting out of this arbitration agreement has no effect on any previous, other, or future arbitration agreements that you may have with Busy Bees.

Except as specified in this arbitration agreement, if you are a Bee, you may opt out of the Arbitration Agreement by notifying Busy Bees in writing within 30 days of your agreement to these Terms of Service. To opt out, you must send a signed written notification to Busy Bees's UAE mailing address listed on its Contact Details page. The notification must include: (i) your account username, (ii) your name, (iii) your address, (iv) your telephone number, (v) your email address, and (vi) a clear statement indicating that you wish to opt out of the Arbitration Agreement.

### C. Residents of Germany.

Users in Germany are free to file a claim related to the Agreement in a German court at any time and do not have to notify Busy Bees of any disputes prior to filing such claims.

### D. Residents of Monaco.

Users who are residents of Monaco are considered as “consumers” – meaning any individual who, when entering into a distance contract, does not act in the course of his commercial, industrial, self-employed or home-made activity – shall benefit a right of withdrawal of 7 days from the day of confirmation of acceptance of the service (“Withdrawal Period”). Such right shall be exercised in writing and shall be notified by email noted on the Platform.

## II. Telephone Communications and Agreement to be Contacted.

By providing your mobile phone number and using the Platform, you hereby affirmatively consent to use of your mobile phone number for calls and recurring text messages, (including with an autodialer and/or prerecorded voice) by Busy Bees and Affiliates, or from independent contractors (including Bees) in order to (a) perform and improve upon the Platform, (b) facilitate the carrying out of Tasks through the Platform, and (c) provide you with information and reminders regarding your registration, orientation, upcoming Tasks, product alterations, changes and updates, service outages or alterations. These calls and texts may include, among other things, reminders about uncompleted or upcoming Tasks and/or in follow up to any push notifications delivered through our mobile application. Message frequency varies. Carriers are not liable for delayed or undelivered messages. Busy Bees will not assess any charges for calls or texts, but standard message, data or other charges from your wireless carrier may apply. **You may opt-out of receiving text messages** from Busy Bees by modifying your account settings on the Sites or Apps, replying “STOP” in response to any texts. **You may opt-out of receiving calls** from Busy Bees by stating that you no longer wish to receive calls during any call with us. You understand that we may send you a text confirming any opt-out by you.

You will be informed in each telephone call to or from Busy Bees if the call will be monitored and/or recorded by Busy Bees for the purposes of quality control and training and you will be provided with the possibility to continue the call without the monitoring and/or recording if you do not wish so. Please refer to our [Privacy Policy](#) for further information on the processing of telephone calls as personal data.

## III. Invoicing Obligations for Bees

**As a Bee rendering services in your country, you may have the obligation under applicable law to issue invoices or receipts to your Clients. Any invoices or receipts may have to comply with specific local tax requirements. Busy Bees is not responsible for issuing these invoices or receipts on your behalf. By accepting these Terms of Service, you acknowledge that Busy Bees will not issue invoices or receipts on your behalf.**

Bees remain at all times fully liable regarding (i) their invoicing or receipt obligations, in particular regarding the content of the invoice(s) or receipt(s) and their mandatory details and retention obligations; and (ii) the tax consequences (such as VAT, Income tax, etc.) deriving from that.

#### **IV. Release.**

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

You waive your rights under any statute, regulation, or common law principle that governs your rights in the jurisdiction of your residence.

Further, in consideration of the services provided by Busy Bees, you hereby release Busy Bees from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to telephone calls or text messages, including without limitation any claims, causes of action, or lawsuits based on any alleged violations of the law (including, without limitation, the Telephone Consumer Protection Act, Truth in Caller ID Act, Telemarketing Sales Rule, Fair Debt Collection Practices Act, or any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).

Busy Bees and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

#### **25. Acknowledgement and Consent.**

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, AS WELL AS THE PRIVACY POLICY AND ALL OTHER TERMS INCORPORATED HEREIN AND THEREIN BY REFERENCE, AND AGREE THAT MY USE OF THE PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT.